

MESA

PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

Date: December 19 2008 RFP No. 29-76MP

Material and/or Service: Data Warehouse, Curriculum Management System, and Professional Development Management System

RFP Due Date: January 14, 2009 Time: 2:00 p.m., Local Time

Opening Location: Mesa Unified School District No. 4
143 S Alma School Road, Mesa AZ 85210

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Mesa Unified School District #4**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office, please call (480) 472-0950.**

Pre-Proposal Information

A pre-proposal meeting shall be held on Wednesday, January 7, 2009 at 10:00 A.M. The meeting will be held at Mesa Schools Governing Board Room located at 549 N. Stapley Dr. Building #2, Mesa, AZ 85203. This meeting will be a chance for you to ask questions or make suggestions in regards to this Request for Proposal. Please take the opportunity to read through the scope of this RFP prior to the meeting. Bring a copy of this RFP to this meeting. Vendor questions will be fielded and answered at the pre-proposal meeting or posted as an addendum to this RFP or, after January 14, sent to all vendors submitting proposals. Submitting questions prior to the pre-proposal meeting is encouraged so the District can research and prepare answers. The District is closed December 22 through January 4, so no responses will be provided during that period.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the solicitation number and Offeror's name and address clearly indicated on the outer most envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

This Proposal is being done by the Mesa Unified School District No. 4 as a member of the Greater Phoenix Purchasing Consortium of Schools "GPPCS". While this Proposal is for the Mesa Unified School District No. 4, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorize and govern intergovernmental procurements. Members of "GPPCS", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts/public entities, recognizing potential equipment, logistical and capacity limitations by vendor may limit "piggybacking" of this award. Individual public entities would negotiate service with successful vendors using the proposal pricing quoted herein. No volume is implied or guaranteed.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Questions regarding this Request for Proposal should be directed to:

Linda Hardy
Phone (480) 472-0950
Fax: (480) 472-0990
Email: lkhardy@mpsaz.org



Bill Munch
Director of Purchasing
Mesa Unified School District #4

COOPERATIVE PURCHASING

This solicitation is being done by the Mesa Unified School District No. 4 as a member of the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and is acting as lead District. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a school District must have entered into a cooperative purchasing agreement with the consortium as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member Districts in the Consortium who potentially may wish to utilize this contract. Other school Districts in and around the Maricopa County may be added during the term of the contract by GPPCS with the approval of the lead District and the contract vendor. The estimated volume of purchases by other Districts within GPPCS have been taken into consideration by the lead District and all other school Districts that are not members of the GPPCS are prohibited from using the contract.

Greater Phoenix Purchasing Consortium of Schools

Current School District Members

- | | |
|--|---|
| 1. Agua Fria Union High School District No. #216 | 29. Liberty Elementary School District #25 |
| 2. Alhambra Elementary School District #68 | 30. Litchfield Elementary School District #79 |
| 3. Apache Junction Unified School District #43 | 31. Littleton Elementary School District #65 |
| 4. Avondale Elementary School District #44 | 32. Madison Elementary School District |
| 5. Balsz Elementary School District #31 | 33. Maricopa Unified School District #20 |
| 6. Buckeye Elementary School District #33 | 34. Mesa Unified School District #4 |
| 7. Buckeye Union High School District #201 | 35. Murphy Elementary School District #21 |
| 8. Cartwright Elementary School District #83 | 36. Nadaburg School District #8 |
| 9. Casa Grande Elementary School District #4 | 37. Osborn Elementary School District #8 |
| 10. Casa Grande Union High School District #82 | 38. Palo Verde Elementary School District #49 |
| 11. Cave Creek Unified School District #93 | 39. Paradise Valley Unified School District #69 |
| 12. Chandler Unified School District #80 | 40. Pendergast Elementary School District #92 |
| 13. Coolidge Unified School District #21 | 41. Peoria Unified School District |
| 14. Creighton Elementary School District #14 | 42. Phoenix Elementary School District #1 |
| 15. Deer Valley Unified School District #97 | 43. Phoenix Union High School District #210 |
| 16. Dysart Unified School District #89 | 44. Queen Creek Unified School District #95 |
| 17. East Valley Institute of Technology | 45. Riverside Elementary School District #2 |
| 18. Florence Unified School District #1 | 46. Roosevelt Elementary School District #66 |
| 19. Fountain Hills Unified School District #98 | 47. Saddle Mountain Unified School District #48 |
| 20. Fowler Elementary School District #45 | 48. Scottsdale Unified School District #48 |
| 21. Gilbert Unified School District #41 | 49. Stanfield Elementary School District #24 |
| 22. Glendale Elementary School District #40 | 50. Tempe Elementary School District #3 |
| 23. Glendale Union High School District #205 | 51. Tempe Union High School District #213 |
| 24. Higley Unified School District #60 | 52. Tolleson Elementary School District #17 |
| 25. Isaac Elementary School District #5 | 53. Tolleson Union High School District #214 |
| 26. J.O. Combs Unified School District #44 | 54. Union Elementary School District #62 |
| 27. Kyrene Elementary School District #28 | 55. Washington Elementary School District #6 |
| 28. Laveen Elementary School District #59 | 56. Wilson Elementary School District #7 |

Charter School Members

57. Horizon Community Learning Center

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10.

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

- N. ***“School District/Public Entity”*** means the School District/public entity that executes the contract.

2. **Inquiries**

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.

- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. **Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the outer most envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. **Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.

6. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Bill Munch, Director of Purchasing. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

UNIFORM GENERAL TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District/Public Entity”** means the School District or public entity that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Documents Referenced in the Solicitation;
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized

Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

4. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
 - 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

5. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or

materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its

provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:
 1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.
- E. Year 2000.
 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the School District/public entity in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired

perform as a system, or that the information technology products being acquired perform as a system in combination with other School District/public entity information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the School District/public entity for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In Addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- G. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
 - 1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.

- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
 - 1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory

progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
 3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity re-procuring the materials or services.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

11. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Greater Phoenix Purchasing Consortium of Schools "GPPCS" is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
 1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
 2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
 3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
 4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

12. Gift Policy

The Greater Phoenix Purchasing Consortium of Schools (GPPCS) will accept no gifts, gratuities or advertising products from vendors. The GPPCS has adopted a zero tolerance policy concerning vendor gifts. Members of the GPPCS may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

13. Key Employees

The successful offeror agrees that MPS employees are critical to the successful implementation of any solution provided to the District. The vendor, therefore, agrees to refrain from employing MPS personnel for a period during, and for six months immediately following, the accepted installation of the vendors' product in MPS. Should the vendor violate this agreement, the vendor will immediately pay to MPS an amount equal to the employee's annual salary.

14. Offshore Performance

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school District(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services OTHER THAN BACKING UP THE DATABASES CONTAINING DISTRICT DATA or services that are incidental to the performance of the contract. This provisions applies to work performed by subcontractors at all tiers.

15. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

16. Terrorism Country Divestments

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

17. Scrutinized Business Operations

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

18. Fingerprint Checks

If required to provide services on school District property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school District in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school District may fingerprint those

persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school District properties until authorized by the District.

Additionally, contractor shall comply with governing body fingerprinting policies of each individual school district or public entity.

SPECIAL TERMS AND CONDITIONS

1. Purpose

The Mesa Public School District #4 is seeking proposals from qualified firms to design, develop and deploy software for a data warehouse, curriculum management, and professional development management system.

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Mesa Unified School District and members of GPPCS as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

2. Evaluation Schedule

The proposals will be initially evaluated for conforming to the requirements of the RFP. The proposals most reasonably susceptible of receiving an award may be interviewed to determine the best interests of the District. In addition to an interview, the District may have a group examine and use the proposed solution in a "test drive" setting. To the extent possible, the district would like to see the solution with actual school district information.

3. Terms of Award

It is the intent of the District to award a multi-term contract, beginning date of award, and continuing for one (1) year. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts or any portion thereof. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. Multiple Award

The District recognizes that this RFP is for software for three distinct purposes. The District reserves the right to make a multiple awards to more than one offeror either separate organization or partnership. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

5. Award Basis

The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The **Mesa Unified School District #4** reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the offeror's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each District's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

Note: However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

6. Evaluation

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

The evaluation criteria are listed below in relative order of importance. (Specific weighting is not required unless listed):

- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- B. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- C. District's assessment of the offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications. Compatibility with existing software.

- D. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

7. **Billing**

All billing notices must be sent to each District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Mesa Unified School District No. 4 or members of GPPCS will refer to the proposal number of this solicitation.

8. **Price Clause**

Prices shall be firm for the entire term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal.

9. **Award**

It is expected that the award for this contract will be made in 90 days. However, no commitment is made to this award date.

10. **Procurement Card**

Although Mesa Public Schools currently does not use a procurement card, certain Districts with the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two (72) hours from time of payment processing. This program is only available to Vendors that are not 1099 reportable to the Internal Revenue Service. Any costs or charges to the Vendor will be based on the transaction dollar amount and is from the Vendor's servicing bank. The Vendor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the Procurement Card for payment are as follows:

- A. The Bank pays the vendor in 48 to 72 hours versus 30 days.
- B. The Vendor does not have to carry that transaction in their account receivable.

Scope of Work

Mesa Public Schools has 72,000 students and 4,700 teachers in 87 schools. MPS uses the Genesis SIS, OBARS financial system and the Acuity assessment system. Detailed information on the district is available at www2.mpsaz.org

Mesa is seeking an open, platform- and content-neutral Data Warehouse, Curriculum Management, and Professional Development Management System (solution(s) that provides:

1. Data Warehouse and Reporting
2. Curriculum and Instructional Management
3. Professional Development Management

The solution(s) will enable administrators, educators, parents, and community members to analyze data, assess performance, individualize instruction, align curriculum, and track professional development

MPS is willing to consider one vendor or multiple separate vendors or vendor partnerships to meet the needs of the district. The district recognizes that these products are very different and require different expertise. The district is looking for the best solution in each area, so the district is neutral on the approach proposed (i.e., integrated versus stand alone solutions). However, the solutions proposed will be evaluated for compatibility and working seamlessly with other related software programs

The project consists of designing, developing, implementing, testing, (equipment, data structures, processes, queries, and reports) providing technical support, development of customized reports, training and knowledge transfer associated with the data warehouse.

The District has a history of working closely with vendors to implement solutions, often partnering to benefit both parties. If a collaboration agreement can save the District money or provide additional value, the District would consider that. If offered, this should be described as an option in addition to or as an alternative to the proposed price agreement.

I General Requirements:

A. Overview

1. Vendor shall provide a complete solution to include a fully functional data warehouse, a Curriculum Management System and a Professional Development Management System.
2. All items will be complete and provided with all add-ons to have a complete installation. The District will not be required to purchase any additional software to fully implement the proposed solution.
3. All items will comply with all National, State, and Local codes, regulations, and standards that are applicable

B. Timeline

The District intends to award the RFP in the spring of 2009. The District recognizes that creating a data warehouse, curriculum management system and a professional development system is a complex process that requires close cooperation of the vendor and the District. The District has a history of working closely with vendors to achieve a successful outcome as quickly as possible. The District therefore has set intermediate goals for task completion. For example, within three months the data warehouse is expected to be able to provide test data, class enrollment information and student data for the current and prior school year. Schools should be able to roster test scores by current year classes and be able to review prior student test scores for placing individual students. At the end of six months all Genesis, Genesee and test data for at least three years will be loaded and available for school access. At the end of twelve months all other databases will be loaded and useable. Similar timelines will be set for the Curriculum Management and Professional Development systems. As part of the description of services provided, the bidders are encouraged to provide a suggested or typical timeline. The exact timelines and priority of data to be loaded will be negotiated with the successful vendor(s).

C. Vendor Background

The executive summary should discuss, at a very high level, the vendor's understanding of District's needs. The vendor will give a brief overview as to why vendor's system is the best solution to further District's goals. The vendor does not need to explain in detail how specific features of the vendor's solution will work. District expects the vendor's narrative and other materials in the ensuing sections of the vendor's response to go into the appropriate detail.

Vendor shall provide a narrative of their company's background. This narrative shall include, but not be limited to a:

- Brief history of the company and experience and historical success in K-12 settings in delivering the solutions proposed
- Listing of principal officers
- List of primary staff to be assigned to this project and their background and expertise.
- List of references
- List of districts where the proposed software has been chosen in the last three years

D. Services

The Vendor will supply to the District the following services:

1. Conduct Kick-off meeting and other team meetings
2. Design, develop, and implement the project
3. Regular, ongoing communication (e.g., weekly meeting/call plus e-mail and calls as needed) with MPS project staff
4. Data ETL
5. Project testing
 - a. Volume/stress testing
 - b. Production testing
 - c. Process testing
6. Support user acceptance testing
7. Conduct training
8. Cutover training and support
9. Maintenance and enhancement support
10. If and when a different solution is chosen to replace the system chosen in this process, the vendor will provide any data and content in a mutually agreeable form that will allow the successful migration to the new system.

E. Delivery, Installation

Submit a detailed implementation plan including specified project manager and key staff, timeline with specific delivery dates, timeframes for responses to questions and issue resolution, delivery, installation, and training. The plan should include detailed information concerning the number of personnel that will be used on this project and their resumes, along with the time table in which each section of work is to be completed.

Explain in detail the implementation process. Place after tab 2

II. DATA WAREHOUSE, CURRICULUM MANAGEMENT & PROFESSIONAL DEVELOPMENT SYSTEM REQUIREMENTS

A. Response Directions

MPS seeks a full understanding of the capabilities of each vendor to supply a fully-functioning solution(s). Each of the following sections is divided into three parts: first, objectives and goals; second, detailed functionality requirements; and third, narrative descriptions for vendor's products. Vendor shall follow the organizational structure of this RFP. Vendor shall include the table of requirements outlined in Section 2 of each requirement. For the sake of brevity, the vendor does not need to repeat or copy the directions or goals found in this RFP as part of the vendor's response.

In Part 2 of each section, the vendor has three response options: "Yes," "No," and "Custom. It is recognized that the district is listing ideal functionalities and a given solution may not be able to provide all functionalities listed. Inability to provide all functionalities will not eliminate a product from consideration. The District will determine which set of functionalities provided best meets the district's needs and goals." For Part 2, "Yes" means that the vendor's product provides this functionality as part of the vendor's indicated price without further fee or modification. "No" means that the vendor does not provide the functionality. If you do not provide that functionality and must answer no, but provide a similar but lesser functionality you should indicate that under custom. "Custom" means that vendor's product does not currently provide this functionality, but may in the future and/or at an additional fee or provides a similar but lesser or different functionality. Vendors answering "Custom" to any item must provide a full answer, referencing the line number, at the end of Part 2. For requirements with multiple criteria, answer each lettered requirement, not the root number. If a section contains a Part 3, vendor should limit the text presented in this section.

Vendors will respond to each numbered item by checking the appropriate box. Details for "custom" will be listed by item number on page 49. Place pages 25- 49 after tab 5.

B. Enterprise-wide System Requirements

1. Objectives and Goals

District requires that all parts of the vendor's solution meet the following enterprise-wide requirements. These requirements will ensure that the vendor's product will work with District's systems and will ensure the security of sensitive data. Vendors should consider these as minimum requirements, and vendors are encouraged to exceed these requirements at no additional cost to District.

2. Required & Desired Functionality

Item #	Yes	No	Custom	Enterprise-wide System Requirement
1.				Be fully accessible through a web browser
2.				Secure
3.				Requires no local client installation
4.				Content neutral
5.				Support various access levels (permissioning) including administrators, principal and teacher; data can only be viewed at the appropriate user level
6.				The software must be installed and deployed in a minimum of 10 Districts at this time, in North America.
7.				The software must have been fully deployed and in use for at least one year in three districts in North America of similar size to MPS.
8.				System's architecture allows for District hosted and/or vendor hosted option on SQL.
9.				.NET Architecture
10.				SIF compliant

Item #	Yes	No	Custom	Enterprise-wide System Requirement
11.				System is available 24/7 outside of regularly-scheduled maintenance and/or update Windows
12.				User data can be exported to CSV, TXT and XML files for further analysis
13.				Response time is fast for the end user
14.				The number of 'click throughs' to get to a specific web page is minimal or minimized through bookmarks or other techniques.
15.				Ease of use for the non-power user is maximized through pull down menus, radio buttons, and other features.
16.				Use logs allowing the District to monitor access to the software and use patterns at the individual, school and district levels.
17.				Supports computers running either Mac, LINUX or Windows OSs.

Details for "custom" will be listed by item number on page 48. List the item # for each customization.

C. Data Warehousing and Reporting Tool

MPS is requesting proposals from qualified Vendors that can assist the District in providing and implementing a data warehouse and ensuring its effective use. The data warehouse must consolidate data from the many disparate MPS data systems into a central warehouse. From the warehouse the Vendor will provide data delivery methods to support needed query and report functionality. Access to comprehensive data, ease of use for teachers and principals and clarity of reporting are of primary importance to the District. The data warehouse will be independent from the internal applications from which data are drawn as they may change over time.

The District is creating will post as an appendix to the RFP on the purchasing website a Data Warehouse Appendix. The intent is to give potential vendors for the Data Warehouse solution a better understanding of the district's current databases and assessments and what types of questions we anticipate asking. This appendix is intended to inform, but will not necessarily be a comprehensive and final list of all databases, data elements and assessments to be included in the final solution.

1. Objectives and Benefits

The data warehouse will contain at a minimum multiyear data, data structures, and metadata from current enterprise software systems and databases as listed here:

1. OBARS (Financial and Human Resource system)
2. GENESIS (Student information system)
3. Genesee (Special Education SIS)
4. Acuity assessment system
5. Other Assessment Data (AIMS, AZELLA, District tests, DIBELS, NRTs, etc.)
6. Turnleaf data warehouse contents ((overlaps with many other data sources listed here)
7. Professional Development System (part of current RFP)
8. Curriculum Management System (part of current RFP)
9. Legacy student information system for prior year data if needed (SASI)
10. CTE program participants and completers database (Access)
11. School lunch system
12. School improvement plan data base (web based)

Key benefits of the Data Warehouse and Reporting Tool will be to:

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
1.				Create a single, centralized, web-based source of information for MPS administrators and school decision makers
2.				View targeted, education-specific views of data, structured for each user class at the student, class, grade, school, area, and/or district level.
3.				Bring the ability to analyze data to the everyday user
4.				Allow users to combine and analyze data from different sources such as academic information with SIS data, attendance data or financial data
5.				Offer multiple measures of student performance including grades, standardized tests, and benchmark tests over multiple years.
6.				Minimize time and resources spent creating and distributing reports by replacing the need to manually create reports, with an automated system that can push reports out, can provide users with canned reports to be run as needed and can provide custom reports built by users.

Details for "custom" will be listed by item number on page 48. List the item # for each customization.

2. Required & Desired Functionality

Analysis

The data warehouse will store and make available for analysis at least seven years of data, and preferably for a student's career of 13 years. The data warehouse will contain at a minimum data, data structures, metadata, reports, and other reporting formats to support end user reporting and analysis in all of the following areas:

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
1.				Enrollment Analysis
2.				Attendance Analysis
3.				Student Feeder Pattern Analysis
4.				Student Demographic Analysis
5.				Teacher Class size/class load Analysis
6.				Grades Analysis
7.				Special Programs Analysis
8.				School Report Cards
9.				School Improvement Plans
10.				District Improvement Plan
11.				School Data Profiles
12.				Vertical feeder pattern performance analyses
13.				District Data Profile (Vertical team and level)
14.				State Assessment Analysis
15.				Course Completion Analysis
16.				Course enrollment patterns for a cohort over time

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
17.				Retention Rate Analysis
18.				On Track to Graduate Analysis (Credits and AIMS)
19.				Contracts and Grants Analysis
20.				Accountability Subset Analysis (e.g. Title I, ethnic group, alternative campuses)
21.				Discipline Analysis
22.				District and State Test Analysis
23.				Cost benefits Analysis
24.				Financial Analysis
25.				Cost of program analyses
26.				Graduate Analysis
27.				Human Resource Analyses (HQT, teacher characteristics, etc.)
28.				Facilities Management Analysis
29.				Teacher/student performance over time Analysis
30.				Teacher Mobility Analysis
31.				Student Mobility Analysis
32.				Provide School Score Cards/Report Cards
33.				Provide performance dashboards
34.				Professional Development impact Analysis
35.				Fidelity of Implementation Analysis
36.				Individual student assessment, grade and discipline reporting for multiple years in one screen and/or report for use in Teacher Assistance Teams, parent meetings, etc
37.				Users can include 5 or more elements in a report or analysis at one time

Reporting

The successful product will provide:

1. Pre-created reports that answer frequently asked questions.
2. The ability for District staff to create and publish pre-created reports that schools can run.
3. The ability for teachers and principals to easily query data using filters for one or more years.
4. The ability for power users to create complex reports using data from a variety of original sources (e.g., given two programs, compare them on what is the per pupil cost and what are the achievement outcomes by teacher years of experience and student's prior achievement level).
5. The ability to print or save the data queries in a common data format (e.g., csv, txt, xml, etc.).
6. The ability to share reports, query results and queries electronically.
7. The ability to export results in a usable format to Excel, Word, SPSS, web applications and other software.
8. The ability to create dashboards with school and/or District variables that are updated dynamically when the underlying data change or on a frequent (e.g., daily, weekly) schedule.
9. The ability to create more detailed school profiles which contain data elements that can be automatically updated from the warehouse. (see Data Warehouse Appendix for samples of current profiles).
10. A system with a very quick response time for reports and queries.

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
1.				Data are imported from Genesis SIS.
2.				Administrative functions include ability to:
2a.				Manage pre-formatted reports
2b.				Define AYP targets
2c.				Create and distribute District created reports to users or user groups
2d.				Manage report and data element metadata (sort order, defaults values, display text)
3.				Provide configurable dashboard views of Indicators aligned to District's goals. Users may drill into the Indicators and view data by various parameters, such as, Title status, teacher and grade
4.				Ability to customize INDICATOR dashboards at the District level
5.				Ability to customize parts of the dashboard at a school level
6.				Pre-formatted reports available for streamlined access to most common reports
7.				Ability to generate custom reports
8.				Ability to define filter data using an ad-hoc query tool
9.				Ability to define student set parameters to create a custom student set
10.				Ability to create a report based on a student set
11.				Ability to perform analysis on course- and section-level data and produce course- and section-level reports
12.				Ability to analyze data for specific groups of students tracked over time
13.				Ability to perform longitudinal analysis
14.				Ability to perform cohort analysis
15.				Ability to perform analyses based on state AYP targets
16.				Ability to analyze and compare results from different grade levels
17.				Ability to flag indicator subcategories for easy follow-up on selected items
18.				Ability to generate reports in tabular and graphical format
19.				Ability to drill down from aggregate report data into student lists and student profiles
20.				Ability to analyze students in spreadsheet csv and xml format online
21.				Ability to save spreadsheet templates for future application in csv and xml format
22.				Ability to sort table columns by desired fields
23.				Ability to aggregate and run calculations on table data, including: count, totals (row and columns), sums or percentages
24.				Ability to save any report, query or report template

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
				created within the system to a private bank
25.				Ability to save results of a query to common export formats [e.g., .csv, .txt and xml]
26.				Permissioned ability to post a privately-saved report, query or template to a permissioned bank at the school, school group (EL, Jr, HS) or District for widespread access
27.				Ability to access comprehensive student profiles including student-level data such as assessments, enrollments, growth, demographics, contact information, programs, course marks and individualized learning plans
28.				Ability to load and format a variety of national, state, and local tests
29.				Demonstrated ability to seamlessly import and report on data from a third-party benchmark assessment system
30.				Ability to report on custom District exams
31.				Ability to perform analysis at the District-, cluster-, school-, grade-, course-, teacher- and student-level
32.				Ability to view class-level information, including number of students and performance results, presented in both graphical and tabular format
33.				Ability to disaggregate analysis by multiple parameters including, but not limited to:
33a.				Ethnicity
33b.				Gender
33c.				Lunch status
33d.				Special education participation
33e.				Program status (e.g. ESL)
33f.				Age
33g.				Attendance record
33h.				Retention
34.				Ability to customize at the District level test reporting formats for MPS-specific analysis
35.				Ability to perform multi-year analysis for each test, for all the years of data loaded into the system
36.				System arrives pre-populated with a variety of pre-formatted reports in a variety of domains, including:
36a.				- Demographic profile a. Enrollment trends i. By gender ii. By ethnicity iii. By grade level b. Attendance and discipline
36b.				- District and school snapshots a. to at a minimum replicate the information in the Mesa School Profile
36c.				- Assessment results a. District and school results by mastery,

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
				by performance level scale and by score b. Student mastery by content area and concept over time c. Student mastery by content area and concept each year
37.				Ability to present reports in graphical formats supporting multiple graphs per page
38.				Ability to produce cross-tabular output
39.				Ability to create PDF files for printing
40.				Ability to batch generate PDF files for printing
41.				Ability to view local and state test data at the item level
42.				Ability for schools or District to create customized saved report banks for each institution
43.				System supports multiple graphical report types, including: line graph, pie chart, bar chart and stacked bar chart
44.				System provides one-click access to saved reports from user home page
45.				Ability to define a student set based on multiple additive parameters, including attendance, discipline, assessment outcomes, enrollment, demographics, programs, etc.
46.				Ability to search for an individual student by name and student ID
47.				Track progress towards AYP goals to best target instructional resources
48				Ability to drill down to AYP and identify specific students and numbers of students needed to attain AYP
49				Perform advanced analyses, including predictive and regression analyses, standard deviation, mean, mode, and median
50.				Provides levels of access up to unrestricted access to explore and extract data based on user permissions
51.				Easy publishing and dissemination allows users to:
51a.				Publish analyses and reports to a wide audience at the school, grade, level (EI/Jr/HS), District levels
51b.				Export data to report in MS Excel, PDF, TIFF and CSV formats
51c.				Create and manage reports in a centralized location and without restrictions (i.e. add or remove report fields)
52.				Flexible reporting techniques include:
52a.				Fully interactive reporting that allows users to drill into more detail and change the view by pivoting the data
52b.				Multiple report formats that allow users to create and publish custom reports as tables,

Item #	Yes	No	Custom	Data Warehouse & Reporting Tool Requirement
				charts and graphs
52c.				Ad-hoc reporting that allows users to create new reports or add new fields to existing reports easily

3. Narrative description of the vendor's Data Warehouse and Reporting Tool and explanation of customization (if required) List on Special Terms & Conditions and Specifications form (page 48) List item # for each customization. Note company name on each attached sheet.

D. Curriculum and Instructional Management Tool

1. Objectives and Benefits

District requires a Curriculum and Instructional Management Tool that gives teachers the ability to create lesson plans in a time-saving digital lesson planner, complete with analysis tools to help teachers understand the needs of their students and classes, assess areas of instructional strengths and weakness, create individualized learning plans, and record feedback on student performance. The Tool will enable District staff to create a comprehensive curriculum for a course, including the definition of standards addressed, scope and sequence (ordered curricular units), pacing calendars, and guides. District may associate best practices and model instructional materials with curricular materials, thereby tying all elements together to support effective teaching practices. The Tool will allow teachers to view and search curriculum and link to their teacher workspace.

Teachers must be able to access and utilize District-provided materials including adopted text resources, as well as be able to create their own instructional materials (units, lesson plans, and resources) and align them to standards for their personal instructional use. They must also be able to submit their materials for approval and inclusion in public material repositories at the school or district level to foster a sense of collaboration among District educators. The Tool must provide functionality that gives District the ability for teachers to design, manage, and track classroom instructional practice to ensure individual student mastery of standards, while giving District administrators control over curricular frameworks, instructional material templates, and permission settings. Key benefits of the Curriculum and Instructional Management Tool will allow:

- Teachers to develop learning plans and differentiate instruction based on student performance at the individual, group, and classroom level
- Teachers to leverage best practices throughout the District with shared lessons, materials, and resources
- District to deploy a standards-aligned District-wide curriculum and scope and sequence through centralized creation, management, and dissemination tools
- District to deploy adopted text/materials resources through a centralized system.

2. Required Functionality

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
1.				Administrative functions include ability to:
1a.				Manage subjects (i.e. Math, ELD) for instructional materials (units, lesson plans, resources and assessment) classification
1b.				Manage state and local standards
1c.				Map standards from one source (i.e. District) to those standards of another source (i.e. state standards or tests)
1d.				Input the sections and subsections of state or local assessments and map them to standards sets
1e.				Define and customize curriculum terminology, hierarchy and structures
1f.				Manage metadata models of instructional

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
				materials
1g.				Customize instructional material templates for District-wide use
1h.				Customize differentiated learning plan templates for District-wide use
1i.				Manage skill groups based on assessment data
1j.				Manage permissioning so that only certain users are granted review and approval permissions for those instructional materials submitted for approval
2.				Ability to load multiple standards-aligned curriculum guides including tools for the creation, management and deployment of:
2a.				Scope and sequence
2b.				Pacing guide (calendar)
2c.				Curricular units
2d.				Instructional units
2e.				Lesson plans
2f.				Resources
2g.				Assessments
3.				Ability to search for instructional materials (units, lesson plans, assessments and resources) by:
3a.				Keyword
				Course ID
3b.				Standard
3c.				Subject
3d.				Grade range
3e.				Material type
3f.				Publisher
3g.				Author
4.				Ability for teachers to view a variety of the following classroom-level assessment reports for the courses and sections they teach:
4a.				Standards mastery – assessment results, by standard by score group
4b.				Item analysis – assessment results, by student by item
4c.				Skills analysis – assessment results, by student by standard
4d.				Assessment trends – assessment results, by standard by test administration
4e.				The ability to import formative, benchmark and predictive test results from the Acuity system to inform 4a-d.
5.				Ability to link instructional materials to one another (i.e. create a unit and link multiple lesson plans and

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
				resources to that unit)
6.				Ability to align instructional materials to multiple standards, from multiple subjects and multiple grade levels
7.				Ability for teachers to create lesson plans with the following elements in a template format:
7a.				Align lessons to multiple standards and multiple subjects
7b.				Identify the time required to complete the lesson
7c.				Select unlimited lesson plan attributes
7d.				Identify differing lesson plan procedures for various student groups (i.e. ESL, gifted)
7e.				Identify the objectives to be covered in the lesson
7f.				Document the procedures for the lesson in detail
7g.				Document teacher reflection or comments about the lesson
7h.				Attach or link to supplemental files and web-sites(i.e. hand-outs, assignments, assessments, supplemental information, video clips) to the lesson plan
7i.				Document any assignments that apply to the lesson
7j.				Provide for the documentation of administrators' comments
7k.				Document any supplies required for the lesson
8.				Ability to search for standards by:
8a.				Source
8b.				Level (e.g., Algebra I)
8c.				Subject
8d.				Grade range
8e.				Keyword
8f.				Course ID
8g.				Standard type (i.e. skill, sub-skill, concept, performance objective)
9.				Ability to search for standards and link to instructional materials aligned to the returned standards at each standard level
10.				Ability to search for standards from one source (i.e. District standards) and link to those standards from a different source (i.e. state standards) which have been mapped to the first source
11.				Ability for teachers to schedule either lesson plans or units into their individual lesson planning calendar
12.				Ability to link to the units or lesson plans themselves from the lesson planning calendar
13.				Provide teachers with a lesson planning calendar for

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
				each course they teach, as well as for each section of each course (i.e. one calendar for Algebra I, a second calendar for Algebra I- 3 rd period, a third calendar for Algebra I- 7 th period).
14.				Link to student management system (Genesis), special education database (Genesea), and assessment system (Acuity).
15.				Ability for administrators with appropriate permissions to view the lesson planning calendars of those teachers in their building or administrative unit
16.				Provide teachers various views of their Lesson Planner:
16a.				• Daily
16b.				• Weekly
16c.				• Monthly
16d.				• List view
17.				Ability for teachers to print their lesson planner in various views including:
17a.				• Daily
17b.				• Weekly
17c.				• Monthly
17d.				• List view
18.				Ability to schedule recurring lessons or classroom activities on the lesson planning calendar
19.				Ability for teachers to create instructional materials (units, lesson plans, resources and assessments) from the lesson planner
20.				Ability for teachers to submit their “best practice” instructional materials for approval and possible inclusion in a school-wide repository of instructional materials
21.				Ability for school administrators to submit their teacher’s “best practice” instructional materials to a District-wide repository of instructional materials
22.				Ability for District administrators to submit their “best practice” instructional materials to a region-wide repository of instructional materials
23.				Ability for administrators to offer commentary on submitted instructional materials to the creator of the materials from within the application
24.				Ability for teachers to view the status (submitted, pending, or approved) of the “best practice” lesson plans that have been submitted for District approval
25.				Provide an aggregate of District-approved units (collections of lesson plans) tied directly to the curriculum(s) available to all users in the system
26.				Ability for teachers to copy a District-approved lesson plan into their own lesson plans and make their own modifications
27.				Ability to print all instructional materials

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
28.				Ability for teachers to create resources with the following detail in a template format:
28a.				Align lessons to multiple standards and multiple subjects
28b.				Classify the resource by subject and grade or level
28c.				Ability to document the resource type (i.e. video, audio)
28d.				Ability to document a description of the resource
28e.				Ability to attach a web address to the resource
28f.				Ability to attach files to the resource
29.				Ability to search for a resource based on the following criteria:
29a.				Institution at which the material is published (school, District)
29b.				Level (i.e. Algebra I)
29c.				Subject
29d.				Grade range
29e.				Keyword
29f.				Resource type
30.				Teacher has a view of their course sections with the following detail (linked to student management system):
30a.				All of their assigned course sections
30b.				Student roster
30c.				Recent assessment results
30d.				Grade
30e.				Subject
30f.				Lesson plans and curriculum scheduled for the day, by class
31.				For each course section or course as a whole, the teacher may view assessment results (i.e. proficient, below basic, advanced) on the sections and subsections of the assessment
32.				For each course section or course as a whole, the teacher may view assessment results (i.e. proficient, below basic, advanced) in terms of the standards addressed by the assessment
33.				Provide a link to the list of the student names who fail in each performance level
34.				Provide item analysis of locally administered benchmark assessments, including student response, correct/incorrect, p-value of items and total student score
35.				Provide skill analysis of locally administered benchmark assessments, including student mastery of individual skills, class mastery of individual skills and total student score

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
36.				Provide the ability to link courses taught in the District to standards covered in each course
37.				Track standards coverage and provide a view of the number of times each course standard has been taught, and the number of times a lesson is scheduled to be taught in the future for each standard at the district, grade, school and class level.
38.				Ability to drill down to the skill and sub-skill level for each of the standards listed
39.				Ability to schedule a lesson or unit for the course or course section
40.				Ability to view a curriculum guide for the course from this screen
41.				At a chosen performance level, ability to select a student and provide the following information on that student (link to student information system):
41a.				- Demographic information - Name - Address - Home phone number - Date of birth - Gender - Ethnicity - Special programs as defined by District (e.g. special education status, gifted and talented status)
41b.				- Enrollment and attendance history - School year - School/building - Grade - Days enrolled - Days absent, excused and unexcused - Days tardy
41c.				- Academic history - School year - Course - Teacher - Grade/mark
41d.				- Test history - School year - Test name - Section/subtest - Score - Performance level
42.				Ability to print the student profile
43.				Individualized Learning Plan (ILP) contains the following fields:
43a.				Student's strengths (free text)
43b.				Student's concerns (free text)
43c.				ILP attribute category selections (i.e. category = study concerns, with three selection options: organization, note-taking, and assignment)

Item #	Yes	No	Custom	Curriculum & Instructional Mgmt. Tool Requirement
				completion)
43d.				Additional comments (free text)
43e.				Achievement results (e.g., test scores, mastery or non-mastery of standards)
44.				Ability for teachers to create and edit an ILP
45.				Ability for teachers to create differentiated learning groups based on data and reports
46.				Ability for teachers to create differentiated learning plans for each of the their differentiated learning groups
47.				Ability to bulk import curricular and instructional materials in a variety of formats, including:
47a.				SCORM
47b.				CSV
47c.				Individual files and file directories
48.				Ability to load standards-aligned instructional content and teacher resource guide materials from multiple publishers
49.				Ability to import data from external assessment and content providers
50.				Ability to efficiently and centrally remove all materials associated with a given textbook if the textbook is replaced without impacting locally developed and other materials
51.				Ability to create and store lesson plans for substitutes
52.				User logs that allow monitoring system use by district, school, grade, teacher, and subject.

3. Narrative description of the vendor's Curriculum and Instructional Management Tool and explanation of customization (if required). List on Special Terms & Conditions and Specifications form (page 48) List item # for each customization. Note company name on each attached sheet.

E. Professional Development Management Tool

1. Objectives and Benefits

District seeks a Professional Development (PD) Management Tool providing District the ability to prescribe PD by job role, allow employees to set individual PD goals, review current PD course offerings, register online for relevant courses, add themselves to a waiting list for a fully enrolled course, request approval to attend and receive credit for externally offered PD, evaluate and reflect upon completed courses, and manage their own transcript and recertification status. Also allows administrators to monitor achievement of goals, course completion, course registration and teacher skills (e.g., HQ, certifications).

District requires professional development management functionality that gives District and school administrators the ability to create course descriptions, align offerings to District objectives, schedule courses, manage/limit attendees to job role groups, manage assignment of instructors and locations, take attendance, grant credit, verify participation, communicate with course attendees, and report attendance and cost of PD. Some of the benefits to District will be:

- Communicating required PD for specific job roles
- Measuring PD effectiveness by analyzing participant feedback and skills gained
- Aligning and measuring District and individual PD progress using PD standards, plans, and goals
- Saving time for every teacher and administrator by automating PD proposals, scheduling, enrollment, and reporting
- Tracking District and external PD activities and instructional mentor/coaching activities

- Integrating data from District's HR or ERP information sources to populate with user information, certificate data, etc.
- Exporting information to the District's HR system for HQ and certification monitoring

2. Required Functionality

Item #	Yes	No	Custom	Professional Development Mgmt. Tool Requirement
1.				For every employee, provide individual PD plans to:
1a.				• Communicate required PD for job role (District developed template)
1b.				• Align goals to content areas, standards, and site improvement goals
1c.				• Identify and register for relevant courses based on content area or standard to which that goal is aligned
2.				Provide an individual training transcript for each employee:
2a.				• Transcript tracks all activities and provides status (i.e. registered, pending approval, completed or verified)
2b.				• Ability to filter activities completed by goals, content areas and standards
3.				PD plan summary for each employee that includes:
3a.				• Profile details such as assignment, certification, expiration date and goals summary
3b.				• Activity summary by status for multiple credit types
3c.				• Mentor program and PD instructor activity (as applicable)
4.				Ability to create a searchable, online catalog of professional development courses and offerings that:
4a.				• Permits online registration by individuals via activity catalog
4b.				• Can be aligned to state, District, and school goals and standards
4c.				• Is managed and maintained at both the District and school level
4d.				• Allows for open or pre-approval enrollment
5.				Functionality for District-created, District-wide PD including:
5a.				• Create activities for the District whose sections can be managed by school administrators
5b.				• Automatically generate sections and register employees from every school in the District
6.				PD plan approval process:
6a.				• Employees can submit professional development plans
6b.				• Configurable workflow settings
6c.				• Process to make decision on plans (request modification and re-submittal)

Item #	Yes	No	Custom	Professional Development Mgmt. Tool Requirement
6d.				View status and report on existing plans by employee
7.				Waitlist management for each activity includes auto-registration and email notification once a spot becomes available (first come, first served)
8.				Manage session attendance and credit:
8a.				Print pre-formatted sign-in sheet
8b.				Add walk-in attendees
8c.				Submit session attendance and final credit
8d.				Facilitators can manage sections they have been assigned
8e.				Allow for batch enrollment by user profile characteristics (i.e. grade level, subject taught, employee classification)
8f.				Ability to track hours and minutes per session per participant
8g.				Ability to grant partial credits and specify the credit type per participant per activity
8h.				Ability to e-mail assigned mentor/coach with notification upon mentee completing the PD experience/session.
9.				Ability to schedule courses:
9a.				Allows for scheduling of multiple instances of the same activity and easy assignment of locations and instructors without retyping
9b.				Assign pre-approved instructors and locations to a course or session
10.				Manage activity requests and approvals through:
10a.				Pre-registration approval option for activities offered in the activity catalog. Once approved, individual is automatically registered for the activity
10b.				Ability for any user to propose a PD activity
10c.				Configurable workflow settings
10d.				Approval by department and content areas
10e.				Ability to track substitute costs and partial substitute days for activity requests
10f.				Ability for approver to filter by requestor, activity, approval status, or initiative and execute batch approvals
11.				Improves re-certification processing efficiency by:
11a.				Providing recertification category for external activities
11b.				Providing reporting against District credits
11c.				Providing report of individuals credits
11d.				Differentiating credit types for activities (i.e. credit or seat hours)
12.				Individuals requesting approval must provide

Item #	Yes	No	Custom	Professional Development Mgmt. Tool Requirement
				justification by:
12a.				Alignment to professional goal
12b.				Explanation of how activity will assist in improving student learning
13.				Provides configurable activity verification feature (in addition to the existing pre-approval setting) so that:
13a.				Credits are granted only after verification occurs
13b.				Options include: no verification for external activities, only school verification, only District verification, both school and District verification
13c.				Facilitators verify participation in activities offered in the catalog
14.				Course instructor management includes:
14a.				Maintaining a log of courses taught or scheduled for each instructor
14b.				Creating and managing accounts for external instructors (i.e. universities, vendors, etc.)
14c.				Mentor/coach management and notification
15.				District and school administrators can manage support provider relationships by determining possible mentors/coaches in school and assigning mentors/coaches to teachers in school
16.				Individuals in support provider relationships receive email notification of assignments
17.				Provides logging capability to track meetings and interactions
18.				Mentors/coaches and teachers view complete summary with personal notes
19.				Ability for mentors/coaches to edit and delete submitted mentor interaction logs
20.				Administrators can view meeting summary without personal notes
21.				Ability to create PD activity evaluations for each course or activity
22.				Track and report individual by position type (classified, certified, admin, etc.)
23.				Track and report individual by job title (teacher, principal, para-professional, etc.)
24.				Ability to archive and un-archive users:
24a.				For users who have retired or left the District
24b.				Ability to access data and records for archived users
24c.				Archived user reports
24d.				Batch archive multiple users simultaneously through the data import feature
25.				Ability to email all or selected participants of a course from within the application
26.				Provides the ability for a dialogue between requestor

Item #	Yes	No	Custom	Professional Development Mgmt. Tool Requirement
				and approver for approval requests to attend professional development from within the application
27.				Provides standard pre-formatted reporting of:
27a.				Registration tracking by activity section
27b.				Activity participation summary by District and school
27c.				Individual user profile report
27d.				School progress summary
27e.				District summary report
27f.				External activity report
27g.				Activity request report
27h.				Activity participation summary report
27i.				Mentor assignment report
27j.				Mentor interaction report
27k.				District dashboard
27l.				Individual PD goals report
27m.				Activity evaluation summary
27n.				Archived user report
27o.				Highly qualified teacher report
28.				Ability to query for high quality teacher report (services purposes and certification purposes)
29.				Activities can be approved or verified at District level, school level, both levels or neither level
30.				Can change system settings for hours of PD or mentor interaction that are recommended
31.				Can create and manage multiple sets of standards and goals to which PD plans, activities and interactions can be aligned and reported against
32.				Administrators can manage all user logins and roles and:
32a.				Modify unique ID and password
32b.				Modify building or school assignment
32c.				Modify status (active or archived)
32d.				Modify profile data elements
32e.				Act on behalf of a user for support purposes
33				Course evaluations for participants to complete are available online and can be submitted electronically.

3. Narrative description of the vendor's Professional Development Management Tool and explanation of customization (if required). List on Special Terms & Conditions and Specifications form (page 48) List item # for each customization. Note company name on each attached sheet

III Implementation, Training, and Support

A. Implementation

1. Goals

District understands that even with web-based, zero-footprint solutions, implementation will still require extensive expertise. District seeks a solution that minimizes the resources that District needs to take away from other important ongoing projects. District seeks a single-point-of-contact model as a liaison between District and the vendor. In addition, District seeks a deep understanding of the vendor's expertise in this area.

2. Requirements

Item #	Yes	No	Custom	Implementation Requirement
1.				Has a thorough software implementation methodology in place, ensuring technical success, and more importantly, user adoption for the client
2.				Professional development personnel available who work with District to develop a customized plan for District's roll-out, adoption and usage
3.				Provide clear project team member roles and responsibilities for both vendor and District
4.				Provide processes to ensure baseline setting of client expectations, on-time work products and budget management and the method by which each will be accomplished
5.				Provide a system for District to report system bugs and product enhancement requests
6.				Provides a timeline for responses to questions, problems and crisis situations.
7.				Has on-going evaluation of program success — modified and adjusted as needed
8.				Has on-going reporting of client satisfaction and clear escalation path for issue resolution
9.				Has consultative services for data and instructional audits
10.				Has experienced project management package to drive a successful implementation with an assigned Project Manager to oversee product implementation, training, and overall client support

B. Training

1. Goals

District recognizes that the best products, even with successful implementation, are of little or no use if the end users do not understand, and therefore do not use, the solution. The training implementation is key to achieving successful use. The District seeks a targeted program of training that minimizes expense and maximizes District's existing training resources. District seeks a multi-layered approach to training that targets specific user groups with training appropriate to their needs.

2. Requirements

Item #	Yes	No	Custom	Training Requirement
1.				Thorough training documents – separate super user, administrator and teacher guides
2.				Documents in MSWord, with the District's ability to

				legally edit training documents provided by the company
3.				Online, context-sensitive, in-product help to support end-users
4.				Certification programs to allow local product experts
5.				Train-the-trainer training model.
6.				End-user training programs available.
7.				Review materials available 24/7/365 including streaming video, quick guides, etc.
8.				District access to training database to provide a realistic user experience when training
9.				Access to a help desk or other very knowledgeable resource at a level needed by and appropriate for trainers when developing materials and when asked an unanticipated question in a training session.

3. Narrative description of the vendor's recommended training plan. Cite examples of successful training implementation that resulted in widespread use by teachers and principals, if possible. If you are proposing all three solutions, indicate how training should be prioritized and rolled out. If you are proposing one solution indicate how the proposed training plan for your solution would be integrated with training for the other solutions.

C. Post-implementation Support

1. Goals

District seeks a cost-effective method for ongoing support for solution(s). District is looking for cost-effective models of technical support, either through a single help desk from the vendor, or a combination of vendor help desk support and District-trained support specialists. In addition, District expects a single point of contact for ongoing maintenance, update, or repair issues.

2. Requirements

Item #	Yes	No	Custom	Post-implementation Support Requirement
1.				Comprehensive online help
2.				Experienced help desk with ability to support select District's personnel during business hours. Option to extend help desk to support all District administrators and teachers during business hours
3.				Technical staff who can assist in troubleshooting implementation efforts
4.				A single point of contact for ongoing maintenance, update, or repair issues

3. Narrative description of the vendor's Implementation and Post-implementation Support Requirements and explanation of customization (if required). List on Special Terms & Conditions and Specifications form (page 48). List item # for each customization. Note company's name on each attached sheet.

QUESTIONNAIRE

TECHNICAL REQUIREMENTS

This section will require detailed responses. Submit responses with corresponding letter/number so they can easily be identified by the committee. Place after tab 2.

If the proposed solution is “**District hosted**” the Offeror must specify all hardware requirements necessary to run the software being proposed. Although hardware cost may not be a part of this response, the Offeror must define, in detail, the hardware platform and system architecture required to implement its solution. The Offeror must define its overall approach to hardware implementation and scalability. If the proposed solution is “**vendor hosted**” (ASP) hardware specifications will not be a required part of your response.

The Offeror must define the recommended, **not minimum**, desktop requirements to support its proposed solution. The proposed software must be scalable to provide expandability and growth to the District as a whole. The proposed software must function in the District’s existing environment. Workstations will be Windows-based, operating over a high speed Ethernet switched VLAN routed wide area network.

Is the proposed solution web delivered via the intranet from a centralized “District hosted” location *or* is the proposed solution “vendor hosted” and web delivered via the internet as an ASP?

1) APPLICATION SERVICE PROVIDER (VENDOR HOSTED) QUESTIONS:

- A. Where is the ASP’s data center and equipment located?
- B. What are the bandwidth requirements needed to access the ASP’s service?
- C. Will Mesa Schools be allowed to import key business data into the hosted application thereby providing access to it immediately? Will Mesa Schools be allowed to export key business data into District assets on a routine basis?
- D. What rights does Mesa Schools have to move or copy the data housed at the ASP’s data center? Will any data given to the ASP by Mesa Schools, as well as any data produced by the ASP’s applications, remain the property of Mesa Schools?
- E. Describe the ways student data will be kept secure and compliant with FERPA and other privacy related regulations.
- F. What is the ASP’s proposal concerning upgrades and program improvements, concerning costs, training, implementation?
- G. Describe the security plan for the ASP? What measures are in place to prevent un-authorized personnel from seeing or hacking into the system/data?
- H. What is the physical security of the data center, the security of the network and the servers?
- I. Describe the ASP’s disaster recovery plan.
- J. What is the service availability of the solution? Describe downtime expectations.
- K. What are the terms of the termination clause included in the Service Level Agreement?
- L. How many dedicated employees does the ASP have?

2) DISTRICT-HOSTED QUESTIONS

- A. Does your system architecture address necessary backup and recovery technology?
- B. Does the proposed solution operate on a centralized Microsoft SQL database?
- C. Does the proposed solution operate on an industry standard Relational Database Management System (RDBMS)?
- D. If you are proposing a solution, with vendor provided hardware, does your proposed solution allow for remote hardware diagnostics?
- E. Does the proposed solution operate in a Windows 2003 or .net environment?
- F. Describe how software updates are made available to customers.

3) GENERAL QUESTIONS:

- A. Explain in detail the methods by which Mesa Public Schools student data will be extracted for population into your proposed solution.
- B. Is the proposed solution completely Web based and browser driven requiring no remote clients?
- C. Are plug ins required to support any portion of your proposed solution?
- D. If plug ins are required provide a list of all required plug ins
- E. Specify '**recommended**' (NOT MINIMUM) desktop hardware requirements.
- F. Is the proposed solution compatible with Microsoft's Internet Explorer (IE) using only default installation settings
- G. Indicate minimum browser level supported.
- H. Is the proposed solution Open Database Connectivity (ODBC) compliant?
- I. Does the proposed solution supports all students and school sites within a single District wide database that requires no data replication for updating?
- J. Does the proposed solution provide for the capability to transfer students data from one school to another based on mobility within the District?
- K. Does the proposed solution provide consolidated District level reports?
- L. Is the proposed solution scalable for increased school sites?
- M. Does the proposed solution provide online documentation and help for end users?
- N. Describe the availability of technical support services.
- O. Does the proposed solution provide for an automated nightly upload process from the district's MS SQL based Student Information System? What processes, agents or services would your organization develop and deploy to manage this data transfer? What support would be needed from the District (e.g., VPN access, ftp uploads, etc.)

Company Name

P. The District may select up to three different vendors. In addition, the District has a number of software programs and databases in use that may provide data to the chosen solution or receive data from the chosen solution. What is your track record of seamlessly being able to automatically provide data to, or accept data from, other third party programs?

Q. Will the proposed solution work in conjunction with other MS SQL and .NET compliant software packages? What types of costs would be associated with integrating other district applications/systems with your solution? For example, if you are selected to provide the district with a Curriculum Management System what types of cost would be associated with integrating/interfacing your solution with a Data Warehouse solution provided by another vendor?

DATA WAREHOUSE & REPORTING TOOL REQUIREMENT

A. The district has a testing program. However, there may be an occasion where one wants to enter testing result or survey results directly into the Data Warehouse. Is that possible and if it is, how would that be done?

B. How many data elements can be used at one time in a query or report? For example, could you analyze students by grade and teacher and gender and absences and reading performance?

C. The non-power user wants to easily get into the system and run a report or answer a question in as easily and intuitively a manner as possible. Describe how your system meets this user's needs.

D. A principal wants to assist teachers and grade level teams focus on improving instruction, ensure that resources are used successfully, help teacher assistance teams focus on individual students, monitor performance and be able to easily see outliers – be they a class's performance or students with excessive absences or declining achievement. Describe how your product would meet this user's needs.

E. The power user wants to conduct detailed analyses of performance, evaluate programs, track performance over time, and do all this and more for a variety of sub-populations and programs. The power user will have to provide answers that superintendents, grant agencies, and others may ask. The district uses SPSS and Excel to do analyses now. How does your product meet this user's needs?

F. One problem we have experienced with other products is the wait time for pages to load and the number of 'click throughs' needed to get to one's final results. What is your average time to run and see a detailed report and a complex query for the whole district? What if it involves three years of data?

G. The MPS parent portal gives parents access to information about their student. How would parents be able to access the data in your product? What would the parent see (e.g., a dashboard with selected indicators, a list of data elements to click on, etc.) and be able to do? Is this in use elsewhere at this time?

H. The district would like to track system use by identifiable user and have reports by school, district and user characteristic (e.g, users that have logged on 10 times or less, schools with more than 20 infrequent users, how many reports have been run, how many queries, etc. This allows us to evaluate the system, identify schools or individuals that need more training, etc. Describe your system's ability to do this.

Provide answers to these questions and place after tab 2. Note company name on attachments.

**Deviations to the
Special Terms and Conditions and Specifications**

Describe deviations to the Special Terms and Conditions and provide a narrative description for each requirement. Provide an explanation of customization for each section of Responses, part 2, pages 25-44. Use additional pages, if necessary. Note company name on each attached sheet. Place after tab 2.

Company Name

Show the name of the software package being proposed and state whether it is an ASP solution or a District hosted solution: Place after tab 3

PROPOSAL COST FORM

1. Cost sheets and summary for required items and services.

Present all itemized costs and total cost associated with the purchase, installation, and implementation of the proposed Data Warehouse/Curriculum Software for Mesa Schools. Any costs not identified in this section will not be reimbursed. Your cost proposal should include, but is not limited to the following required components:

a. Software Licensing Costs (per user, per site, per module, etc., as appropriate)	\$ _____
b. System Maintenance and Upgrades	\$ _____
c. Hardware, including required server specifications and quantities	\$ _____
d. Data Import/Export	\$ _____
e. Software Development and Customizations	\$ _____
f. Consultant Services	\$ _____
g. Project Management	\$ _____
h. Federal and/or state mandated modifications	\$ _____
i. End-user Training	\$ _____
j. System Management / Technical training	\$ _____
k. Post-implementation Support	\$ _____
l. Installation	\$ _____
m. Other costs not covered above (supply back-up documentation)	\$ _____
n. Data warehouse proposal cost	\$ _____
o. Curriculum warehouse proposal cost	\$ _____
p. Professional Development warehouse proposal cost	\$ _____
 TOTAL PROPOSED COST:	 \$ _____

Proposal Requirements

Fourteen (14) copies of your proposal must be submitted (a signed original and thirteen (13) copies). The Mesa Unified School District No. 4 will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1. Statement of Qualification and Experience. Outline your firm's qualifications and experience and the qualifications and experience of the key staff members assigned to this project.
- Tab 2. Scope. Describe, in detail, your plan to meet the scope of this project. Include detailed timeframe for project including estimated start date (or days from contract award) through completion.
- Tab 3. Cost Form (pages 49). Include all costs including any warranty costs for the life of the project. Maintenance and Support costs must be included if requested in the Scope section of the RFP.
- Tab 4. Additional Costs. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
- Tab 5. Addendum Acknowledgement and Offer and Acceptance Forms (pages 52- 53).
- Tab 6. Non-collusion Affidavit (page 54).
- Tab 7. I.R.S. W-9 Form, Request for Taxpayer I.D. Number (page 55)

Checklist for Submission of Proposal
Note company name on all attachments

14 copies of proposal submitted	_____
Executive summary completed and placed after tab 1	_____
Deviations to the Special Terms and Conditions and explanation of customization, page 48, have been completed and accompany your proposal. Placed after tab 2	_____
Table of requirements outlined in Section 2 of each requirement. Placed after tab 2 (pages 25-44)	_____
Responses to Technical Requirements and Data Warehouse Reporting Tool Requirements (section IV pages 45, 46, 47) Placed after tab 2	_____
Response envelope displays proposal name and number	_____
Detailed implementation plan for delivery, installation and training (E page 24) Placed after tab 2	_____
All pricing information, (page 49). Include any and all additional costs. Placed after tab 3.	_____
Additional Costs listed: Renewal period if applicable. Upgrade charges. Software support fees. Training fees. Yearly license fees. Any other fees or hardware costs not covered in the data warehouse pricing schedule. Placed after tab 4.	_____
Addendum Acknowledgement signed. (page 52) Placed after tab 5	_____
Offer and Acceptance Form (page 53). Placed after tab 5	_____
Non-collusion Affidavit (page 54). Placed after tab 6	_____
I.R.S. W-9 Form, Request for Taxpayer I.D. Number (page 55). Placed after tab 7	_____

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. *Note company name on each attached sheet.)*

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Addendum Acknowledgement: I/We have received and consider addenda through Addendum # _____

Certain members of the GPPCS may utilize a Procurement Card program to both improve and expedite the purchasing and payment process. Upon implementation, the District will be asking Vendors to offer a prompt payment discount taking into consideration receipt of payment within seventy-two 72 hours from time of payment processing.

Will you allow payment of invoices using the Procurement Card? _____ Yes _____ No

Discount offered for payment within 72 hours using the Procurement Card? _____

Would you be willing to allow other members of the "GPPCS" to piggy-back and purchase from the contract if awarded through this RFP?* ☐ Yes ☐ No

**Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the GPPCS, to offer other Districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

_____ Name of Company Proposing	_____ Date Signed		
_____ Authorized Signature/Local Representative	_____ Telephone/Fax Number		
_____ Type Name and Position Held with Company			
_____ Mailing Address	_____ City	_____ State	_____ Zip

OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

Email: _____

_____ Company Name

_____ Signature of Person Authorized to Sign Offer

_____ Address

_____ Printed Name

_____ City _____ State _____ Zip _____

_____ Title

CERTIFICATION

By signature in the Offer section above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391, the Offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. §§ 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/public entity.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____

AUTHORIZED SIGNATURE

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

See Specific instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign Partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a „saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for *partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("M" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501 (a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045f even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic* entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school District, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails.

Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.